



Healthy New York

Group Contract

In consideration of the Group Application made by [name of group] (“_____”), a copy of which is made a part of this Group Contract and in consideration of the payment of the premium by Group, Empire HealthChoice, Inc. (“Empire”) agrees to provide health care coverage to Group beginning on [insert the effective date] (the Effective Date).

The entire agreement between Group and Empire consists of this Group Contract, the Group Application and the Certificate of Coverage and its Riders, attached to and made a part of this Contract.

Terms and Conditions

1. In consideration of the agreements contained herein, and upon receipt of required premiums, Empire shall provide covered services to Members in accordance with the terms of the Certificate of Coverage attached hereto and in accordance with the requirements of the Healthy New York Program.
2. Group shall offer Empire’s HMO coverage to its eligible employees in accordance with the requirements of the Healthy New York Program. In order to enroll in Healthy New York, employees of the Group must satisfy the eligibility requirements of both the Group and the Healthy New York Program. Group shall provide Empire with all enrollment forms, application forms, change of status forms, etc., submitted by eligible employees and/ or family members of eligible employees .
3. Empire will provide the Subscriber covered by this Contract with a Certificate of Coverage.
4. Premiums for all covered Members shall be due and payable by Group to us on the Effective Date and monthly thereafter, on the date set forth on Empire’s billing statement for the succeeding month’s coverage. A grace period of thirty days will be permitted for the payment of premiums due.
5. Empire may revise the premium for this Contract. Empire will provide Group with at least 30 days prior written notice of a change in premium rate.
6. The term of this Contract shall be from the Effective Date and shall continue for twelve months until the Renewal Date.
7. Empire agrees to provide Group with at least forty-five (45) days prior notice of Group’s obligation to submit a certification of continued eligibility for the Healthy New York Program at least 90 days prior to the Renewal Date of this Contract. Empire Plan] shall supply the forms needed for recertification to Group.

8. The Contract shall renew automatically on the Renewal Date unless terminated or nonrenewed as follows:
- a. Group may terminate this Contract at any time upon at least thirty days prior written notice to us.
 - b. If Group fails to pay Empire the premium payable before expiration of the Grace Period, this Contract shall terminate on the last date for which premium has been paid.
 - c. If Group has committed fraud or made an intentional misrepresentation of material fact, this Contract shall terminate.
 - d. If Group no longer qualifies for the Healthy New York Program or fails to submit the required annual certification at least ninety days prior to the renewal date, this Contract shall be nonrenewed. Empire shall provide at least forty-five (45) days notice to Group and to Subscribers of such nonrenewal.
 - e. If there is no longer any Member living, working or residing in our Service Area, this Contract shall terminate. Empire will provide at least thirty (30) days prior notice of such termination.
 - f. If we terminate the entire class of contract to which this Contract belongs, this Contract shall terminate. Empire will provide at least ninety (90) days prior notice of such termination.
 - g. Upon termination of the Healthy New York Program, this Contract shall automatically terminate.
 - h. For any reason approved by the Superintendent of Insurance and authorized by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and any later amendments of successor provisions, or by any federal regulations or rules that implement provisions of the Act.
9. This Contract shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, Empire and Group have caused this Group Contract to be executed as of this date.

Empire HealthChoice, Inc.

Group

Signature

Signature

Title

Title

Date

Date